



GOVERNMENT SERVICES TRAVEL CARD PROGRAM CARDHOLDER ACCOUNT AGREEMENT

IMPORTANT: BEFORE YOU SIGN OR USE THE GOVERNMENT CARD, READ THIS AGREEMENT THOROUGHLY. PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS. In this Agreement (**Agreement**), "**Card**" means the enclosed Citibank® Government Travel Card (and all replacements) issued by Citibank USA, N.A. (which will be referred to as the "**Bank**") under the General Services Administration (GSA) contract no. GS-23F-98006. "**Agency/Organization**" means the United States federal agency, bureau, division, office or other organizational entity that has requested/authorized the Bank to open an account for me. The word "**I**", "**me**" and "**my**" refer to the Agency/Organization employee named on the Card and who has agreed to be bound by this Agreement.

(1) THIS AGREEMENT

By activating, signing or using the Card or the Account established in connection with it ("**Account**"), I am agreeing to the terms of this Agreement. If I do not agree to the terms of this Agreement, I will cut the card in half and return the pieces to the Bank before using the Card. I agree that I will be bound to the terms of the Agreement to the extent that I use the Card.

(2) USE OF THE CARD

Charging and cash access privileges (if allowed) on the Card and Account is provided by the Bank pursuant to the GSA contract and the task order of my Agency/Organization and is subject to this Agreement. I agree to use the Card only for official travel and official travel related expenses away from my official station/duty station in accordance with my Agency/Organization policy. I agree not to use the Card for personal, family or household purposes. I understand that the Card is not transferable and will be used by me alone only after I have signed the Card on the back above the words "authorized signature." Unless canceled, the Card will be valid through the expiration date printed on its face. By this Agreement, I am requesting that the Bank issue a renewal Card to me before the current Card expires. The Bank will continue to issue renewal Cards until my Agency/Organization or I tell the Bank to stop. Charging and cash access privileges will be automatically withdrawn upon: (i) request of the Government; (ii) termination of my employment with my Agency/Organization; (iii) upon termination of the GSA contract and/or task order of the Agency/Organization; (iv) if the card is reported lost or stolen; or (v) as noted in Section 10.

(3) LOSS, THEFT OR UNAUTHORIZED USE

I agree to notify the Bank and my Agency/Organization immediately of any loss, theft or unauthorized use of the Card or Account. I will notify the Bank, by phone at 1-800-790-7206, toll free in the Continental United States, Hawaii, Alaska, Virgin Islands, Puerto Rico, or Canada, or collect at 904-954-7850 outside these areas. I will notify my Agency/Organization if directed. If my Card is returned to me after I have notified the Bank, I agree not to use the Card. I will not be liable for unauthorized charges that are made on my Card.

(4) PAYMENT

The Bank will provide me with a billing statement, which sets forth billing data with respect to all my charges, cash transactions and fees relating to the Card and Account. My billing statement is due and payable, in full, upon receipt of the statement but must be received by the Bank no later than 25 calendar days from the closing date on the statement in which the charge appeared. Certain charges may be billed directly to my Agency/Organization and will appear on my billing statement as a memorandum item only. In the event these charges are later billed to my Account, I agree to pay such charges in full. Payments must be made in U.S. currency, in electronic form or with a money order payable in U.S. dollars, or with a draft or a check drawn on a bank in the U.S. and payable in U.S. dollars. If the Bank decides to accept a payment made in some other form, payment will not be credited to my Account until my payment is converted into one of the forms just mentioned. The Bank may accept late payments, partial payments or checks and money orders marked "payment in full" or with other restrictive endorsements without losing any rights under this Agreement or under the law.

(5) CHARGES MADE IN FOREIGN CURRENCIES

Charges made in a foreign currency will be converted into U.S. Dollars. The conversion rate used will be at least as favorable as an interbank rate or, where required by law, an official rate. This rate shall be the one in existence at the time the transaction is processed.

(6) DISHONORED CHECKS

If any money order, check or draft is delivered to the Bank and cannot be processed, or is not honored for its face amount when presented, I agree that the Bank may impose as liquidated damages for its costs a charge of \$15.

(7) BILLING INQUIRIES/PROBLEMS WITH GOODS AND SERVICES

If I have any question, problem or dispute about the billing statement, I will notify the Bank in writing or by telephone, within 60 days of the billing date on the statement. The Bank will take all reasonable and appropriate steps to provide the information I request or resolve my dispute. I understand that I cannot hold the Bank accountable, and the Bank is not responsible, for problems such as malfunctions, failures due to lack of quality, or other defects relating to the goods or services that I purchase with my Card or Account. In these types of disputes, I must pay the Bank the charge and settle my dispute with the establishment. The Bank will not be responsible if any establishment refuses to honor the Card, or for any other problem I may have with such establishment.

(8) PURCHASES AND CASH ADVANCES

- A. **Purchases and Cash Advances:** I understand that I may use the Card or Account for purchases wherever the Card is honored, in accordance with my Agency's/Organization's policies and procedures.
- B. **Cash Access:** My Agency/Organization may approve my Card or Account for cash access privileges. This will enable me to obtain cash from automated teller machines ("**ATMs**") operated by a bank, other institutions, or a Citibank branch teller, when authorized by my Agency/Organization.
- C. **Cash Advance Transaction Fee:** Each time I use my Card to obtain cash from an ATM, I will be assessed a transaction fee of 1.25%. If my Agency/Organization has negotiated a lower fee, the lower amount will apply. The transaction fee will be billed to me on my billing statement. In some cases, a surcharge may be imposed by ATM operators.
- D. **Personal Identification Number:** If I am approved for cash access privileges, I will receive a confidential number code. This is my personal identification number ("**PIN**"). To obtain cash from an ATM, my PIN must be entered into the ATM after I insert my Card. I agree to take all reasonable precautions to prevent any other person from learning my PIN or using my Card to make unauthorized transactions. I agree not to write my PIN on my Card or on any material I keep with the Card. I agree that if I voluntarily give the Card and my PIN to someone else for any reason, I am authorizing all transactions made by that person.
- E. **My Ability to Get Cash at an ATM or Citibank Branch Bank:** Any limits for getting cash at an ATM are set by the Agency's/Organization's policy. Limits on the number of and the dollar amount of transactions may be restricted by the operators of the ATM.
- F. **Citibank USA, N.A. Card Liability:** Citibank USA (N.A.) will not be liable for any losses or damages resulting from any use or attempted use of the cash access privileges including, but not limited to, situations where:
 - ATMs or any computer systems, including Citibank systems, do not work properly;
 - ATMs do not have enough cash;
 - Or circumstances beyond the control of the Bank.

(9) TRAVELLERS CHEQUES

- A. **Purchases:** My Agency/Organization may approve my Account for travellers cheque purchases. This will enable me to make purchases of Citicorp [or VISA] travellers cheques through my Card or Account.
- B. **Loss, Theft or Unauthorized Use:** I agree to notify Citicorp Services Inc., immediately at 800-645-6556 toll free in the United States, Virgin Islands, Canada, and Puerto Rico or collect at 813-623-1709 outside these areas of any loss, theft or unauthorized use of my travellers cheques. Citicorp Services Inc. provides both on-the-spot refunds (at participating financial institutions) of lost/stolen cheques, or a 24-48 hour replacement service where the spot refund service is not available.

(10) SUSPENSION AND CANCELLATION

The Bank may suspend or cancel my Card or Account privileges as set forth in this Section 10.

- A. **Suspension:** My Account is considered delinquent if payment for the undisputed principal amount has not been received 45 calendar days from the closing date on the billing statement in which the charge appeared. I will receive notification from the Bank requesting payment of the undisputed past due amount. If payment has not been received 55 calendar days from the closing date, my Agency/Organization and I will be notified that the suspension process will be initiated. My Agency/Organization and I will be notified of a point of contact to assist in resolving the past due account. If payment for the undisputed principal amount has not been received 61 calendar days from the closing date, my Account will be suspended, unless otherwise directed by my Agency/Organization. My Agency/Organization or the GSA Contracting Officer has the right to suspend my Account for any reason. Upon payment of the undisputed principal amount to the Bank, my Account will be reinstated.
- B. **Cancellation:** My Card or Account may be canceled if: (i) my Card is used for unauthorized purposes and the Bank has my Agency's/Organization's permission; (ii) my Account is past due for the undisputed amounts 120 calendar days past the closing date and all suspension procedures have been met by the Bank; or (iii) my Account has been suspended two times during a 12-month period for undisputed amounts and is past due again. My Agency/Organization and I will be notified that the cancellation process will be initiated. If payment for the undisputed principal amount has not been received 126 calendar days from the closing date, my Card or Account will be canceled unless otherwise directed by my Agency/Organization; (iv) my Account has been paid with checks returned by my financial institution for insufficient funds "NSF" two or more times in a 12-month period. In this event, my Account is subject to immediate cancellation. In the event of cancellation, I understand that I must still pay all undisputed amounts due the Bank under this Agreement. I understand that my Account information may be reported to credit reporting agencies if my Account is canceled. I will surrender the Card upon request to my Agency/Organization. I understand that use of the Card or Account after its cancellation will be considered fraudulent and may cause the Bank to take legal action against me.
- C. **Late Fee and Reinstatement of Canceled Accounts:** The Bank may reinstate canceled Accounts upon payment of the undisputed principal amount and late fee. The late fee is 2.5% per month on the entire undisputed principal amount until my payment is received by the Bank. The Bank may conduct a credit worthiness check on me prior to reinstatement of my canceled Account. If my Agency/Organization has negotiated a reinstatement fee, I will be charged that fee upon reinstatement. Late fees are assessable against my cancelled Account irrespective of whether the Bank reinstates it.
- D. **Waiver of Suspension/Cancellation Rights:** If the Bank does not enforce its Suspension and Cancellation rights under this Agreement within 180 days of the closing date on the billing statement in which the charge first appeared, it will lose them.
- E. **Collection:** The Bank may use a collection agency to collect against canceled Accounts. Court costs and reasonable attorneys' fees, not

to exceed fifteen percent (15%) of the amount owed, may be added to the Account if the Bank must refer all or any part of the Account to an outside attorney or agency for collection.

(11) CHANGING THIS AGREEMENT

The Bank may, upon written approval by the GSA and my Agency/Organization, change this Agreement. The Bank will notify me in writing at least 30 days prior to the date of the change. If I do not agree to the changes, I will cut the card in half and return the pieces to the Bank within 25 days of the date the change in terms becomes effective. I agree that I will be bound by the new terms if I use the Card after the effective date of the new terms.

(12) LIABILITY FOR CHARGES

I am responsible for all purchases, cash advances and fees charged to the Card issued to me, and the Bank will seek payment for all charges directly from me regardless of whether I have been reimbursed by my Agency/Organization

(13) DISCLOSURE OF INFORMATION

In addition to routine uses under the Privacy Act, I authorize the Bank to: (i) provide information about my Account to the Bank's service providers administering my Account under the GSA Contract; and (ii) disclose all necessary Account information to outside attorneys, collection agencies or credit reporting agencies, if the Bank refers all or part of my Account for collection in accordance with the GSA Contract and my Agency/Organization's task order. I understand that past due Accounts will be reported to my Agency/Organization. By signing this Agreement, I am providing my written consent to the disclosure of information as provided in this Section 13.

(14) TELEPHONE MONITORING

I understand that from time to time the Bank may monitor telephone calls regarding my Account to assure the quality of its service.

(15) GOVERNING LAW

This Agreement and my Account are subject to the GSA Contract and shall be governed by South Dakota law and the laws of the United States.

PRIVACY ACT NOTICE

In accordance with the Privacy Act (5 U.S.C. 552a), the following notice is provided: The information requested on the card application form is collected pursuant to Executive Order 9397 and chapter 57, title 5, United States Code, for the purposes of recording travel expenses incurred by the employee/member and to claim entitlements and allowances prescribed in applicable federal travel regulations. The purpose of the collection of this information is to provide Government agencies necessary information on the GSA travel card contract which provides travelers with charge cards for official travel and related expenses, attendant operational and control support, and management information reports for expense control. Routine uses which may be made of the collected information and other account information in the system of records entitled "Travel Charge Card Program GSA/GOVT-3" are as follows: (1) transfers to appropriate Federal, State, local, or foreign agencies when relevant to civil, criminal, administrative, or regulatory investigations; (2) pursuant to a request of another Federal agency in connection with hiring, retention, issuing a security clearance, reporting an employee investigation, clarifying a job, letter or contract or issuing a license, grant, or other benefit; (3) to a Member of Congress or to a Congressional Staff Member in response to an inquiry of the Congressional Office made at the request of the individual about whom the record is maintained; (4) to officials of labor organizations when necessary to their duties of exclusive representation; (5) to a Federal agency for accumulating reporting data and monitoring the system; (6) GSA contract travel agents assigned to agencies for billing of travel expenses; (7) listing, reports, and records to GSA by the contractor to conduct audits of carrier charges to the Government; and (8) any other use specified by GSA in the system of records entitled "Travel Charge Card Program GSA/GOVT-3," as published in the Federal Register periodically by GSA. The information requested is not mandatory. Failure to provide the information will nullify the application, and a charge card will not be issued to the employee/member.